

GIS REGISTRY INFORMATION

SITE NAME:	Titan Inc			FID #	
BRRTS #:	02-52-284653			(if appropriate):	
COMMERCE # (if appropriate):	53403-3548-14				
CLOSURE DATE:	February 1, 2005				
STREET ADDRESS:	3114 Phillips Ave				
CITY:	Racine				
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X =	699998	Y =	249151	
CONTAMINATED MEDIA:	Groundwater	<input type="checkbox"/>	Soil	<input checked="" type="checkbox"/>	Both <input type="checkbox"/>
OFF-SOURCE GW CONTAMINATION >ES:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS:					
• GPS COORDINATES (meters in WTM91 projection):					
	X =		Y =		
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS 1:					
• GPS COORDINATES (meters in WTM91 projection):					
	X =		Y =		
CONTAMINATION IN RIGHT OF WAY:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
<u>DOCUMENTS NEEDED</u>					
Closure Letter, and any conditional closure letter issued					<input checked="" type="checkbox"/>
Copy of most recent deed, including legal description, for all affected properties					<input checked="" type="checkbox"/>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					<input checked="" type="checkbox"/>
County Parcel ID number, if used for county, for all affected properties					<input checked="" type="checkbox"/>
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<input checked="" type="checkbox"/>
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					<input checked="" type="checkbox"/>
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)					<input type="checkbox"/>
Tables of Latest Soil Analytical Results (no shading or cross-hatching)					<input checked="" type="checkbox"/>
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					<input type="checkbox"/>
GW: Table of water level elevations, with sampling dates, and free product noted if present					<input type="checkbox"/>
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)					<input type="checkbox"/>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour					<input checked="" type="checkbox"/>
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)					<input checked="" type="checkbox"/>
RP certified statement that legal descriptions are complete and accurate.					<input checked="" type="checkbox"/>
Copies of off-source notification letters (if applicable)					<input checked="" type="checkbox"/>
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)					<input checked="" type="checkbox"/>
Copy of (soil or land use) deed restriction (s) or deed notice if any required as a condition of closure					<input checked="" type="checkbox"/>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
Jim Doyle, Governor
Mary P. Burke, Secretary

February 1, 2005

Mr. Greg Petro
Titan, Inc.
9900 Durand Avenue
Sturtevant, WI 53177

RE: **Final Closure**

Commerce # 53403-3548-14 **WDNR BRRS # 02-52-284653**
Titan, Inc., 3114 Phillips Avenue, Racine

Dear Mr. Petro:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5361.

Sincerely,

Monica L. Weis
Hydrogeologist
Site Review Section

cc: Mr. Paul Grittner, Dakota Intertek Corporation
Case File



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
Jim Doyle, Governor
Cory L. Nettles, Secretary

July 23, 2004

Mr. Greg Petro
Titan, Inc.
9900 Durand Avenue
Sturtevant, WI 53177

RE: **Conditional Case Closure**

Commerce # 53403-3548-14 **WDNR BRRTS # 02-52-284653**
Titan, Inc., 3114 Phillips Avenue, Racine

Dear Mr. Petro:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Dakota Intertek Corp., for the site referenced above. It is understood that residual soil contamination remains on site. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

The following conditions must be satisfied to obtain final closure:

1. A restriction must be placed on the property deed to limit direct-contact exposure to naphthalene contamination in shallow soil that remains within 4 feet of the ground surface. The deed restriction requires that the site remain zoned for "industrial" use because the residual contaminant level (RCL) for direct contact with naphthalene at industrial use properties was used as the clean-up value. For case closure, provide Commerce with a copy of the deed restriction showing the County Register of Deeds' recording information. The deed restriction must include a table of soil quality results and a site map showing accurate property boundaries and soil boring locations.

The deed restriction must also include a provision to maintain the grass/soil cover in the area of the former ASTs and soil borings. The purpose of this provision is to prevent direct contact with residual 1,2,4- and 1,3,5-trimethylbenzene that remains in the shallow soil, within four feet of the ground surface, above Wisconsin Administrative Code (Wis. Adm. Code), Chapter NR 746 Table 1 Soil Screening Levels.

Enclosed for your use is an example "Notice of Contamination to Property" that has been prepared for your site. If you wish to modify the language, submit a draft copy to me at the letterhead address for approval before recording. If an electronic copy of the "Notice of Contamination to Property" is desired, please contact me and a copy will be forwarded to you.

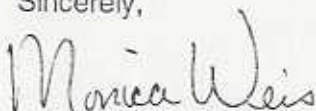
Note: You may want to consider calculating site specific residual contaminant levels, in accordance with Wis. Adm. Code, Chapter NR 720.19(5), to determine if a performance standard (deed restriction) can be avoided.

2. All permanent and temporary monitoring wells must be properly abandoned and the appropriate documentation forwarded to me at the letterhead address.

This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement. Costs associated with recording deed notices or other restrictions are not eligible for PECFA reimbursement, and the recording of these notices should not delay the claim submittal process.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5361.

Sincerely,



Monica L. Weis
Hydrogeologist
Site Review Section

Enclosure: Draft "Notice of Contamination"

cc: Mr. Thomas Pedersen, Dakota Intertek Corp.
Case File



DAKOTA INTERTEK CORP.
Construction, Environmental, GIS and Technical Services

*RACINE OFFICE: 14000 Leetsbir Road, Sturtevant WI, 53177
262-886-4800 (800-976-6700) Fax 262-886-4442*

May 14, 2004

Ms. Victoria Stovall
Wisconsin Department of Natural Resources
P.O. Box 12436
Milwaukee, WI 53212

RECEIVED

MAY 26 2004

ERS DIVISION

RE: **GIS Registry Packet**, Titan Inc., 3114 Phillips Avenue, Mount Pleasant, WI
BRRS # 02-52-284653

Dear Ms. Stovall:

Enclosed, please find the GIS Registry Packet for soil contamination for the above noted property. As this project is under Department of Commerce jurisdiction, an identical GIS Packet has also been forwarded to that department.

The geographic position of this property (in WTM91 Projection) is 699998, 249151
And the Parcel Identification Number is 51-008-03-23-29-658-000

Sincerely,
Dakota InterTek Corp.

Paul Grittner
Geologist

I certify that the legal description attached to this statement is correct.

Greg Petro

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

Document Number

DOC # 1915581
Recorded
JULY 09, 2003 AT 04:40PM

CONTRACT, by and between Patricia J. Petro-Mueller, Trustee, Patricia J. Petro-Mueller Trust under agreement dated August 25, 1997, as to an undivided $\frac{1}{2}$ interest; and Patricia J. Petro and John S. Petro, Jr. and Joseph L. Nixa, as Successor Co-Trustees under the Will of John S. Petro, Sr., deceased, as to an undivided $\frac{1}{2}$ interest ("Vendor", whether one or more) and D. W. Davies & Co., Inc. ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Racine County, State of Wisconsin:

Mark A. Ladd
MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$19.00
Transfer fee: \$825.00
Recording fee: \$14.00
Total: \$858.00

Robert R. Henzl
Hontak, Henzl & Biehler, S.C.

(Parcel Identification Number)

51-002-03-29-65B-000

0001279-1283

Legal description attached

This is not homestead property.
(a) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at M&I Marshall & Ilsley Bank, the sum of \$275,000.00 in the following manner: (a) None at the execution of this Contract; and (b) the balance of \$275,000.00 together with interest from date hereof on the balance outstanding from time to time at the rate of 4.25% percent per annum until paid in full, as follows:

The monthly payments of principal and interest in the sum of \$2,817.62 shall begin on August 1, 2003. Purchaser shall divide the monthly payment into two equal amounts, one of which shall be deposited to the account of each of the trusts which is a Vendor at M & I Marshall & Ilsley Bank. If the prime rate of interest charged by M&I Marshall & Ilsley Bank ("prime rate") shall have increased at the time of the 60th monthly payment under the land contract, the Vendor may, upon 30 days' notice, increase the interest rate for the remaining monthly payments under the land contract to the prime rate existing at the time of the 60th monthly payment, and the Vendor may make a corresponding increase in the monthly payment to fully amortize the balance due over the length of the land contract term. In the event of such an increase, the Purchaser may prepay the land contract balance in full not later than the date of the 61st monthly payment. In the event of the death of Patricia Petro-Mueller, the land contract shall be payable within 30 days after notice to the Purchaser from the personal representative of her estate or trustee of any revocable trust created by her.

Provided, however, the entire outstanding balance shall be paid in full on or before the 1st day of July, 2013 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 4.25% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after 1-1-03 there may be no prepayment of principal without permission of Vendor, except for the permitted prepayment in the event of an increase in the interest rate.^A

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: None.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on July , 2003.

^ACross out date.

40912

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$-insurable value, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, "a Warranty-Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: "Trustee's Deeds, without warranty.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 8 day of July, 2003.

 (SEAL)
*Patricia J. Petro-Mueller, a/k/a Patricia Petro, Trustee &
Co-Trustee Vendor
 (SEAL)
*John S. Petro, Jr., Co-Trustee Vendor
 (SEAL)
Joseph L. Nika Co-Trustee Vendor
AUTHENTICATION

Signature(s) of Patricia J. Petro-Mueller, a/k/a Patricia Petro, Trustee
and Successor Co-Trustee, as above stated,
authenticated this ____ day of _____, 2003.

* Robert R. Henzl

TITLE: MEMBER STATE BAR OF WISCONSIN


(If not, _____
authorized by '706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Robert R. Henzl, State Bar No. 1008490

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

LAND CONTRACT - Individual and Corporate - State Bar of Wisconsin Form No. 11 - 1992

D.W. Davies & Co., Inc.
By:  (SEAL)
* DAVID J. DAVIES, SR. Purchaser
Attest: PRESIDENT (SEAL)
* Purchaser

ACKNOWLEDGMENT

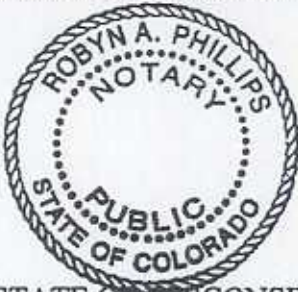
STATE OF WISCONSIN
COUNTY OF RACINE
I, Notary Public, do hereby certify that on this 8 day of July, 2003,
the above named DAVID J. DAVIES, SR.,
PRESIDENT
of D.W. Davies & Co., Inc., do me known to be the persons who
executed the foregoing instrument and acknowledge the same.
* ROBERT R. HENZL

Notary Public, Racine County, Wisconsin.
My Commission is permanent. (If not, state expiration date: _____)

ACKNOWLEDGMENT

STATE OF COLORADO)
:SS
COUNTY OF Larimer

Personally came before me this 27TH day of June, 2003, the above named John S. Petro, Jr., to me known to be the person who executed the foregoing instrument and acknowledged the same.



Robyn A. Phillips
ROBYN A. PHILLIPS
Notary Public, Larimer County, CO
My Commission: 6/1/2007

STATE OF WISCONSIN)
:SS
COUNTY OF RACINE)

Personally came before me this 1st day of July, 2003, the above named Joseph L. Nixa, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Cheryl A. Hagen
CHERYL A. HAGEN
Notary Public, Racine County, WI
My Commission: is permanent

0001281

STATE OF WISCONSIN)
 :SS
COUNTY OF RACINE)

Personally came before me this 2 day of July, 2003, the above named Patricia J. Petro-Mueller, a/k/a Patricia J. Petro, Trustee and Co-Trustee, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jayne M. Sadowski
Jayne M. Sadowski
Notary Public, Racine County, WI
Commission expires: 1/28/07

0001282

LEGAL DESCRIPTION

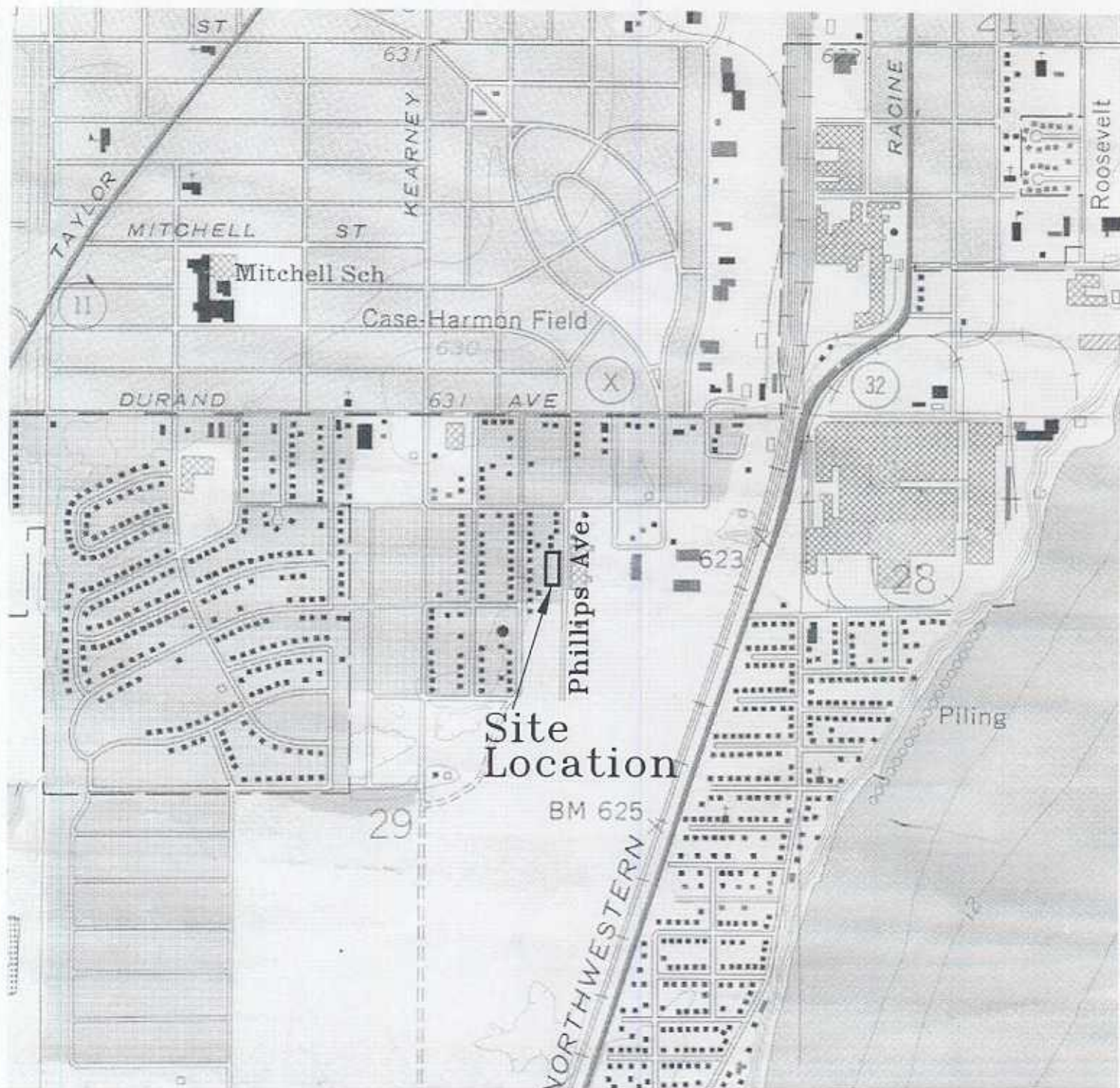
That part of the Northeast 1/4 of Section 29, Township 3 North, Range 23 East, described as follows: Begin at the Northeast corner of Lot 7, Block 13, Sheridan Woods, a recorded plat on file in the office of the Register of Deeds for Racine County, Wisconsin; run thence South 262.41 feet to a point on the East line of Lot 13, of said Block 13; run thence East 166.0 feet parallel to the North line of said Block 13; thence North 262.41 feet parallel to the East line of said Block 13; thence West 166.00 feet along the South line of Lot 27 of said Block 13 to the point of beginning. EXCEPTING THEREFROM an easement for public street purposes over the East 30.00 feet. Also an easement for ingress and egress over a strip of land 30.00 feet in width contiguous to the East line of the above described property. The North 22.41 feet of Lot 20, all of Lots 21, 22, 23, 24, 25, and 26, VACATED and all of Lots 27, 28, 29, 30, 31, and 32, Block 13, Sheridan Woods, a recorded plat. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

The following is for informational purposes only:

Address: 3114 Phillips Avenue

Tax Key No. 51-008-03-23-29-658-000

0001283



Based on:
USGS Racine South, WI Quadrangle,
7.5 Minute Series
(Not to original scale)

DAKOTA INTERTEK CORP.

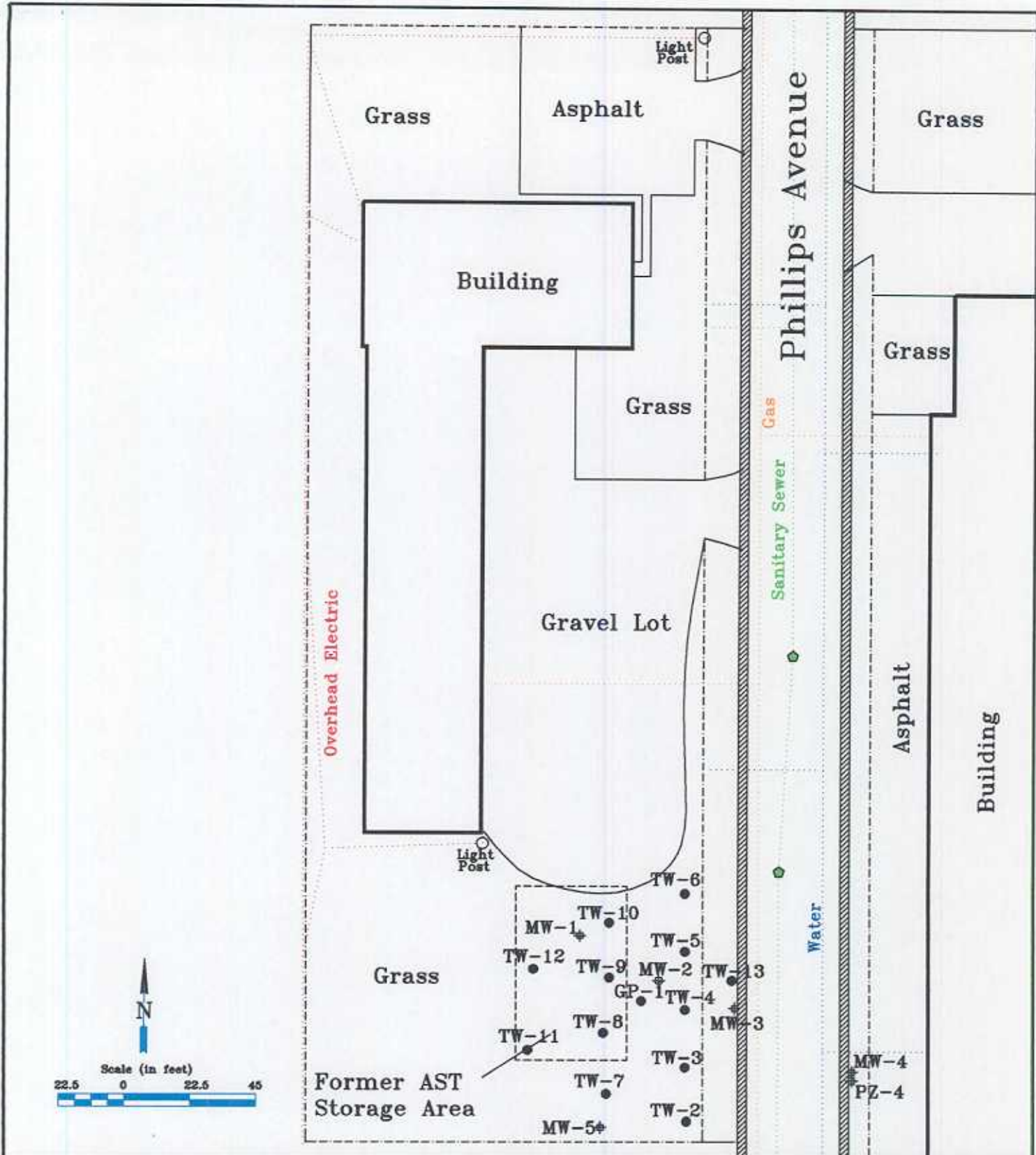
14000 Leetabir Road, Sturtevant, WI. Phone: (262) 886-4800 Fax: (262) 886-4442

Site Location Map

Titan Inc.
3114 Phillips Ave.
Mount Pleasant, Wisconsin

5/11/04

Figure 1



LEGEND

- Property Boundary
- Sewer Cover
- TW-9 Temporary Well
- GP-1 GeoProbe

DAKOTA INTERTEK CORP

14000 Leetabir Road, Sturtevant, WI. Phone: (262) 886-4800 Fax: (262) 886-4442

Site Layout Map

Titan Inc.

3114 Phillips Ave.

Mount Pleasant, Wisconsin

Figure 2

TABLE 1
Soil Sample Analytical Results

Titan
3114 Phillips Avenue
Mt. Pleasant, WI

Boring	Sample Date	Depth (ft BGS)*	PID	GRO (mg/kg)	DRO (mg/kg)	Benzene	n-Butylbenzene	sec-Butylbenzene	tert-Butylbenzene	Ethylbenzene	Isopropylbenzene	p-Isopropylbenzene	MTBE	Naphthalene	n-Propylbenzene	Toluene	1,2,4-Trichlorobenzene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Xylenes (total)	Lead (mg/kg)	TOC (mg/kg)
GP-1	4/22/04	1.5'	NT	16.3	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
	12/5/01	3'	350	1290	4420	<25	12700	5940	1080	2,240	2,560	2,550	<250	20,600	3,660	<250	12,200	89,700	25,900	8,830	5.83	NT
GP-2	12/10/01	4'	ND	<5.35	14	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	5	NT
GP-3	12/10/01	3'	ND	<6.33	8.51	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	9.38	NT
GP-4	12/10/01	3'	4.5	36.2	33.2	<25	NT	NT	NT	306	NT	NT	<25	839	NT	70.8	NT	2080	174	611	16.8	NT
		7'	ND	<5.88	<5.88	<25	NT	NT	NT	<25	NT	NT	<25	100	NT	<25	NT	128	<25	55.6	8.15	NT
		13'	ND	<5.72	8.3	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	7.94	NT
GP-5	4/22/04	1.5'	NT	20.3	NT	<25	NT	NT	NT	<25	NT	NT	<25	62.5	NT	<25	NT	<25	<25	<25	NT	NT
	12/10/01	3'	15	127	41.9	144	NT	NT	NT	1130	NT	NT	<25	8230	NT	704	NT	9920	1090	2180	11.9	NT
	12/10/01	7'	ND	<5.74	13	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	7.33	NT
	12/10/01	13'	ND	<5.72	5.97	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	33	28.8	8.12	NT
GP-6	12/10/01	3'	3	<5.55	6.56	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	7.93	NT
		6'	3	<5.96	13.8	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	2.11	NT
		13'	ND	<5.75	7.01	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	7.83	NT
GP-7	4/22/04	1.5'	NT	<6.55	NT	<25	NT	NT	NT	25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
	4/22/04	3'	NT	<5.76	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
	12/10/01	5'	ND	67.9	664	<25	NT	NT	NT	<25	NT	NT	<25	3,480	NT	<25	NT	105	279	71.7	2.94	NT
GP-8	12/10/01	1'	ND	<5.52	19.4	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	33	<25	<25	6.28	NT
		6'	8	<5.89	6.85	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	8.03	NT
		13'	5	<8.66	9.31	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	6.89	NT
GP-9	4/22/04	1.5'	NT	<5.77	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
	12/10/01	5'	5	334	1200	<25	NT	NT	NT	34.3	NT	NT	<25	16,500	NT	<25	NT	441	300	135	5.77	NT
GP-10	12/10/01	2'	3	<5.64	97	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	29.6	16.8	NT
GP-11	12/10/01	5'	3	<5.23	6.99	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	6.96	NT
GP-12	12/10/01	5'	ND	<5.43	7.85	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	13.9	NT
GP-13	12/10/01	5'	122	392	36.3	87	NT	NT	NT	591	NT	NT	<25	38,400	NT	246	NT	1,530	442	711	4.78	NT
		11'	ND	<5.77	6.16	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	9.33	NT
		14'	ND	9.23	28.7	<25	NT	NT	NT	<25	NT	NT	<25	216.0	NT	<25	NT	<25	<25	40.2	2.77	NT
NR 720.09 RCLs				100	100	5.5	NS	NS	NS	2,900	NS	NS	NS	NS	NS	1,500	NS	NS	NS	4,100	50	NS
NR 746.06 (2)(b) Table 1, Soil Screening Levels				NS	NS	8,500	NS	NS	NS	4,600	NS	NS	NS	2,700	NS	38,000	NS	63,000	11,000	42,000	NS	NS
EPA Risk Based Residential Concentration Limits				NS	NS	12,000	3,100,000	3,100,000	3,100,000	7,800,000	NS	NS	NS	1,600,000	3,100,000	16,000,000	780,000	3,900,000	3,900,000	160,000,000	NS	NS

Notes: ft bgs = feet below ground surface
ppm eq = part per million equivalent
GRO = Gasoline Range Organic
*Data with asterisk indicates sample was taken at or below the historic measured high water table, based on monitoring well data.
Bolded values exceed NR 720.09 RCLs or EPA Limits

ND = Not Detected
NT = Not Tested
NS = No Standard
All concentrations reported in ug/kg, unless otherwise noted.
All other VOC compounds analyzed were below the laboratory minimum detection limits

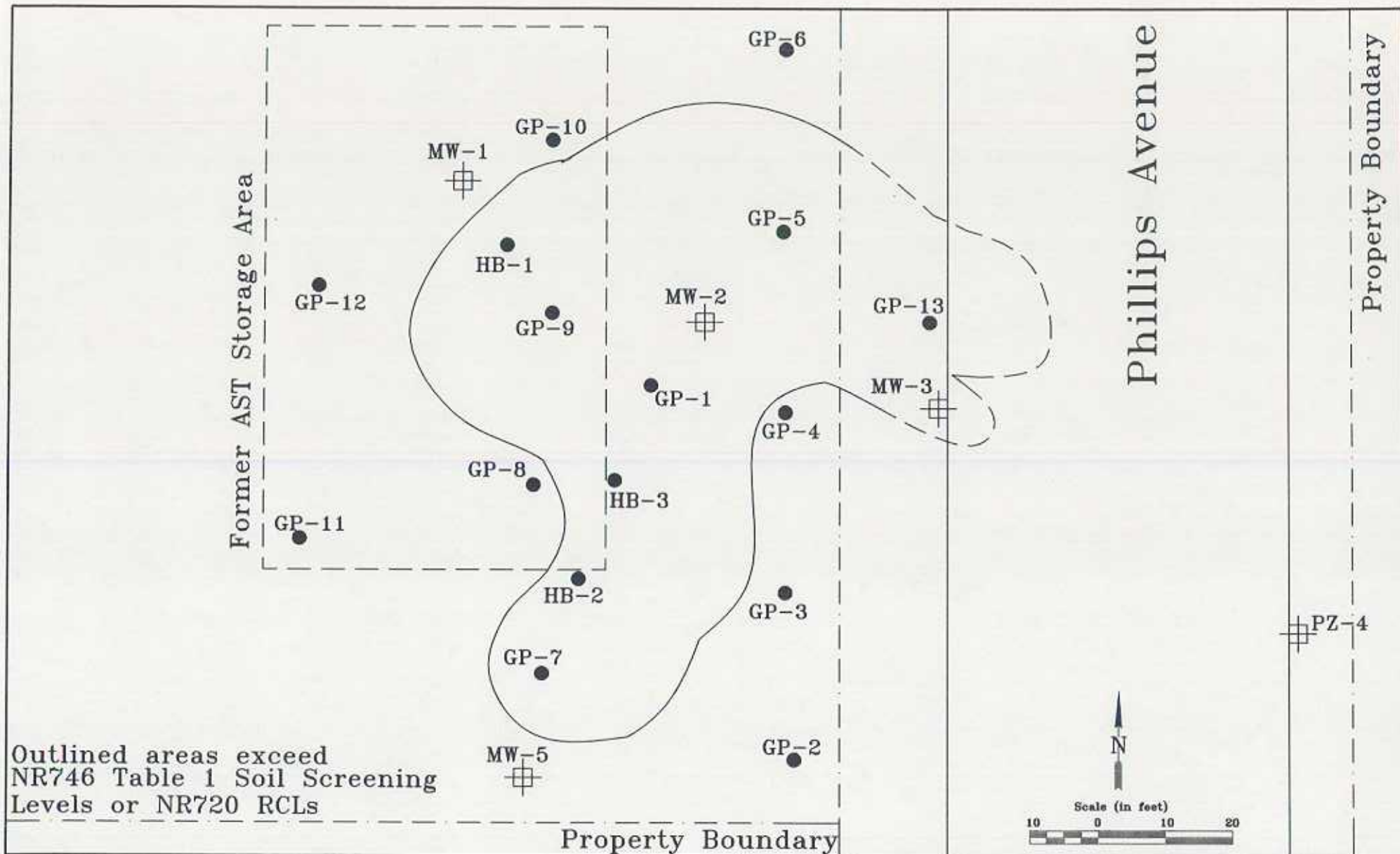
TABLE 1 (continued)
Soil Sample Analytical Results

Titan
3114 Phillips Avenue
Mt. Pleasant, WI

Boiling	Sample Data	Depth (ft BGS)*	PID	GRO (mg/kg)	DRO (mg/kg)	Benzene	n-Butylbenzene	sec-Butylbenzene	tert-Butylbenzene	Ethylbenzene	Isopropylbenzene	p-Isopropyltoluene	MTBE	Naphthalene	n-Propylbenzene	Toluene	1,2,4-Trichlorobenzene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Xylenes (total)	Lead (mg/kg)	TOC (mg/kg)
MW-1	4/10/03	3'-4'	ND	<5.45	29.3	<25	NT	NT	NT	27.2	NT	NT	<25	27.5	NT	<25	NT	27	<25	37.1	5.98	NT
		4'-6'	ND	<5.45	46.6	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	5.82	NT
MW-2	4/10/03	3'-4'	360	410	1210	<25	NT	NT	NT	2100	NT	NT	<25	18,100	NT	497	NT	32,700	2,600	1220	8.55	NT
		4'-6'	500	1540	7830	47.1	NT	NT	NT	9150	NT	NT	64.1	71,000	NT	1840	NT	91,100	29,300	47600	4.85	NT
		10'-12'	5	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	2280
MW-3	4/10/03	3'-4'	ND	6.37	32.2	<25	NT	NT	NT	25.2	NT	NT	<25	198	NT	<25	NT	<25	<25	<25	4.07	NT
		4'-6'	30	59.4	127	<25	NT	NT	NT	219	NT	NT	<25	2,300	NT	145	NT	1,180	378	246	6.37	NT
		10'-12'	3	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	2450
MW-5	4/10/03	3'-4'	2.5	<6.13	8.70	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	12.1	NT
		4'-6'	3	<5.48	12.6	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	3.83	NT
PZ-4	4/10/03	4'	ND	<5.83	<5.83	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	5.36	NT
		8'-10'	ND	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	2680
HB-1	4/22/04	1.5'	NT	<5.54	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
		3'	NT	<5.50	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
HB-2	4/22/04	1.5'	NT	<5.83	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
		3'	NT	<5.31	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
HB-3	4/22/04	1.5'	NT	<5.60	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	42.3	<25	<25	NT	NT
		3'	NT	6.56	NT	<25	NT	NT	NT	<25	NT	NT	<25	<25	NT	<25	NT	<25	<25	<25	NT	NT
NR 720.09 RCLs				100	100	5.5	NS	NS	NS	2,900	NS	NS	NS	NS	NS	1,500	NS	NS	NS	4,100	50	NS
NR 746.06 (2)(b) Table 1, Soil Screening Levels				NS	NS	6,500	NS	NS	NS	4,600	NS	NS	NS	2,700	NS	36,000	NS	83,000	11,000	42,000	NS	NS
EPA Risk Based Residential Concentration Limits				NS	NS	12,000	3,100,000	3,100,000	3,100,000	7,800,000	NS	NS	NS	1,600,000	3,100,000	18,000,000	780,000	3,900,000	3,900,000	100,000,000	NS	NS

Notes: ft bgs = feet below ground surface
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*Data with asterisk indicates sample was taken at or below the historic measured high water table, based on monitoring well data.
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All other VOC compounds analyzed were below the laboratory minimum detection limits



LEGEND

MW-5 Monitoring Well

GP-1 GeoProbe

Approximate extent of above-limit contaminant concentrations

DAKOTA INTERTEK CORP.

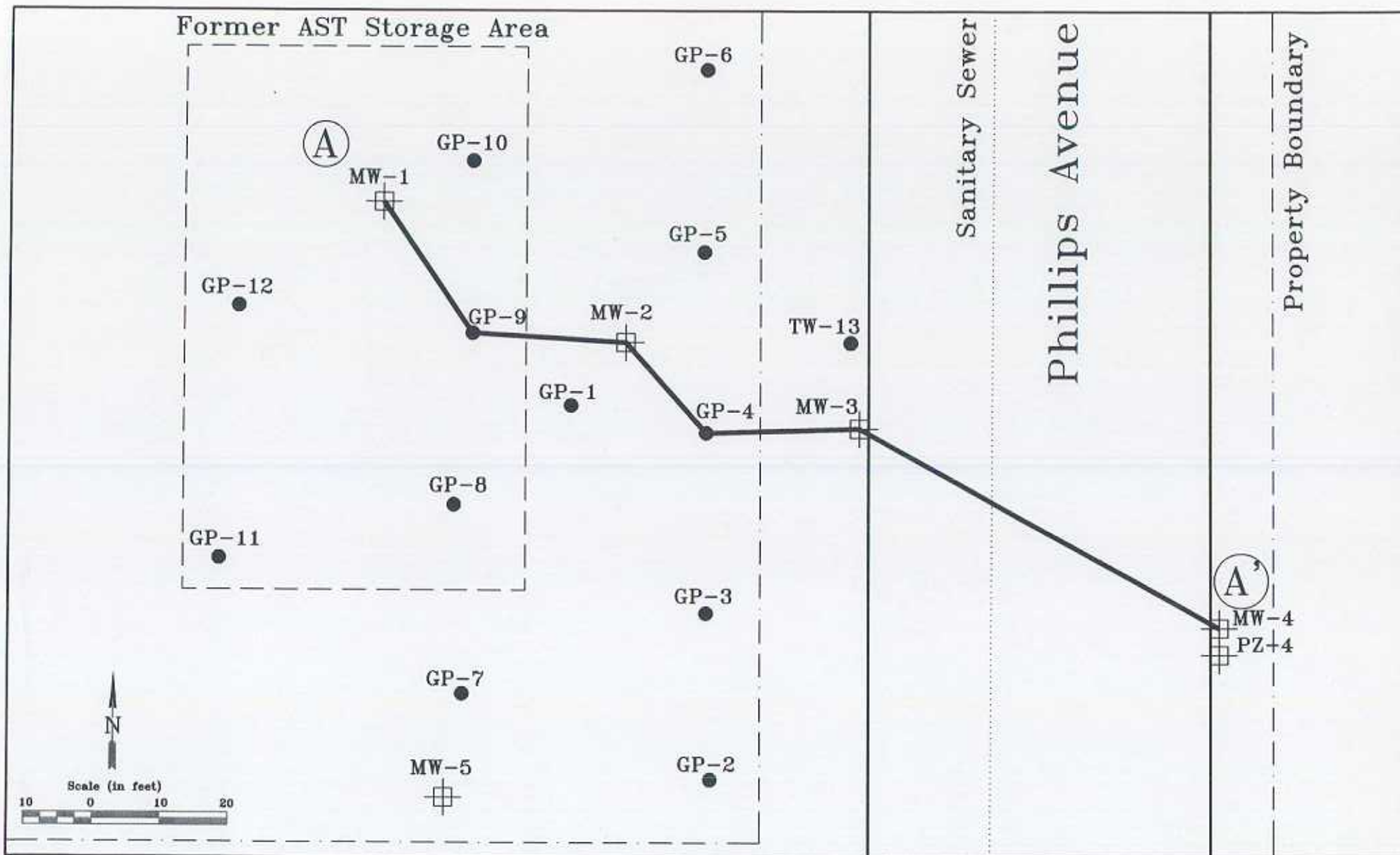
14000 Leetabir Road, Sturtevant, WI. Phone: (262) 866-4800 Fax: (262) 866-4442

Soil Plume Map

Titan Inc.
3114 Phillips Ave.
Mount Pleasant, Wisconsin

5/14/04

Figure 12



LEGEND

MW-5 Monitoring Well

GP-1 GeoProbe

Cross Section Location Map

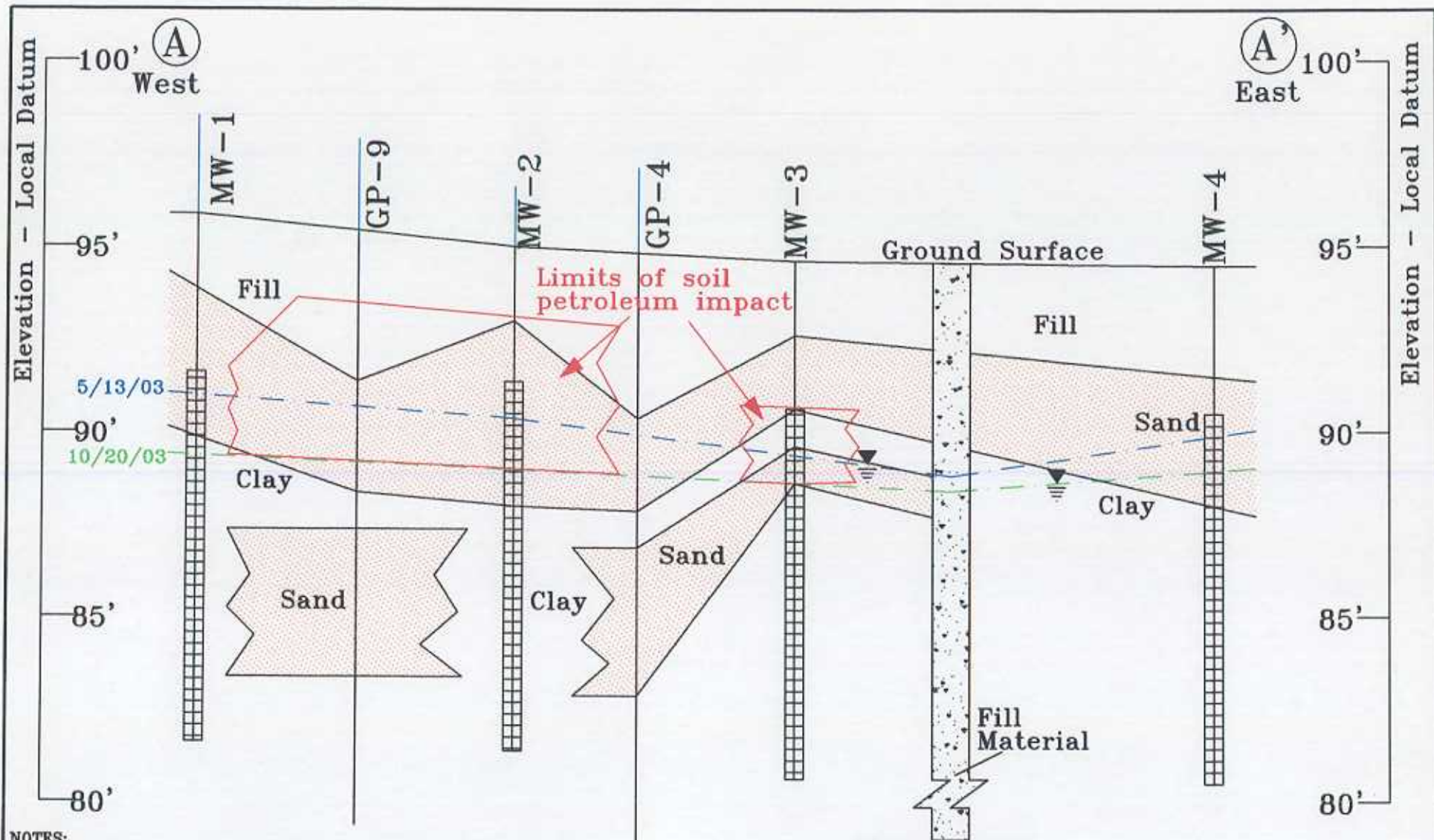
Titan Inc.
3114 Phillips Ave.
Mount Pleasant, Wisconsin

DAKOTA INTERTEK CORP.

14000 Leesbair Road, Sturtevant, WI. Phone: (262) 585-4800 Fax: (262) 585-4442

11/11/03

Figure 3



NOTES:

1. The stratum lines are based on interpolation between borings and may not represent actual subsurface conditions.
2. Refer to Figure 3 for legend and cross section location.
3. For the purpose of illustrating subsurface conditions on the cross section, some of the boring logs have been simplified. For a detailed description of subsurface conditions at individual borings, refer to soil boring logs.

4. Cross sections have been exaggerated 4 times.

5. Water table elevations were measured by Environmental Innovations, Inc. on 5/13/03 and Dakota Intertek Corp. on 10/20/03

Scale (in feet)
7.5 0 7.5 15

Vertical exaggeration - four times

DAKOTA INTERTEK CORP.

14000 Lestclair Road, Sturtevant, WI. Phone: (262) 666-4000 Fax: (262) 666-4448

**Geological
Cross Section A-A'**

Titan Inc.

3114 Phillips Ave.
Mount Pleasant, Wisconsin

5/11/04

Figure 4



May 17, 2004

Mr. David J. Davies, SR.
D.W. Davies & Co., Inc.
3200 Phillips Avenue
Racine, WI 53403

Dear Mr. Davies:

Soil contamination that appears to have originated on the property located at 3114 Phillips Avenue remains on that property. The levels of Gasoline Range Organics (GRO), Diesel Range Organics (DRO), and Volatile Organic Compounds (VOCs) including benzene, ethylbenzene, toluene, xylene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene and naphthalene contamination in the soil on your property are above the state Residual Contaminant Levels found in chapter NR 720, Wisconsin Administrative Code and Soil Screening Levels found in chapter NR 746. However, the environmental consultants who investigated this contamination have informed me that the soil contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since Titan Inc. is responsible for the soil contamination, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this soil, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: Lee Delcore, Wisconsin Department of Commerce, Bureau of PECFA, 101 W. Pleasant Street, Suite 205, Milwaukee, WI 53212.

If this case is closed, all properties within the site boundaries where soil contamination exceeds NR 720 residual contaminant levels and NR 746 soil screening levels will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin soil contamination above NR 720 residual contaminant levels and NR 746 soil screening levels was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site.

Residual petroleum contaminated soil remains on the southeastern portion of the property. It has been shown that the contaminant levels are protective of health and the environment. If the contaminated soil is excavated in the future, it may be considered a solid waste and will need to be managed in accordance with all applicable laws.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at Titan Inc., 9900 Durand Avenue, Sturtevant, WI 53177, (262) 884-7618, or you may contact Lee Delcore, Wisconsin Department of Commerce, Bureau of PECFA, 101 W. Pleasant Street, Suite 205, Milwaukee, WI 53212, (414) 220-5403.

Regards,

A handwritten signature in cursive script, appearing to read "Gregory D. Petro".

Gregory D. Petro, P.E. - President
Titan Inc.

Robert Pucely
Mount Pleasant

Notification of Contamination within the Right of Way

County: Racine
Roadway: Phillips Avenue
Site Name: Titan Inc.
Site Address: 3114 Phillips Avenue
BRRTS Number: 02-52-284653
PECFA Number: 53403-3548-14
FID Number: 252087550

Former Owner (responsible party)

Owner's Name: Patricia J. Petro-Mueller
Owner's Address: 9900 Durand Avenue, Sturtevant, WI 53177

Current Owner

Owner's Name: David J. Davies SR.
Owner's Address: 3200 Phillips Avenue, Racine, WI 53403

Consulting Firm: Dakota Intertek Corp.
Consultant Contact: Tom Pedersen
Consultant Address: 14000 Leetsbir Rd, Sturtevant, WI 53177
Consultant Phone, Fax and E-mail: (262) 886-4800, (262) 886-4442,
tpedersen@dakotaintertekcorp.com

Soil contamination? Yes

Depth to contaminated soil: 2 feet below ground surface

Vertical extent of contaminated soil: from 2 feet to 6 feet below ground surface

Groundwater contamination? No

Depth to water table: 4.5 – 6.5 feet below ground surface

Describe the type(s) of contamination present.

Borings GP-13 and MW-3 are located in the west right-of-way of Phillips Avenue, near the southeast corner of the property. See the attached figure for the exact locations of these borings. At GP-13, Gasoline Range Organics and benzene concentrations exceed the WDNR NR 720 Residual Contaminant Levels; naphthalene concentrations exceed the Soil Screening Levels of NR 746.06 (2)(b) Table 1. The concentration of Diesel Range Organics at MW-3 exceeds the WDNR NR 720 Residual Contaminant Levels. The sampling depths and analytical results are summarized on the attached table.

Brief summary of cleanup activity:

No cleanup activity was performed that relates to this contamination.

DOC # 2005744
Recorded
DEC. 09, 2004 AT 03:02PM

Document Number

NOTICE OF CONTAMINATION TO
PROPERTY

Legal Description of the Property: In re:

(SOIL CONTAMINATION AREA) A TRACT OF LAND BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 3 NORTH, RANGE 23 EAST, LOCATED IN THE VILLAGE OF MOUNT PLEASANT, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NO.32 OF BLOCK NO.13 OF THE RECORDED SHERIDAN WOODS SUBDIVISION; THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 419.69 feet , ALONG THE EAST LINE OF SAID BLOCK NO.13 AND ALSO BEING THE WEST RIGHT OF WAY LINE OF PHILLIPS AVENUE, TO THE POINT OF BEGINNING; THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 70.20 feet , CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, TO A POINT; THENCE North 89 degrees 00 minutes 28 seconds West for a distance of 40.72 feet , TO A POINT; THENCE North 01 degrees 21 minutes 21 seconds West for a distance of 70.61 feet , TO A POINT; THENCE South 88 degrees 31 minutes 20 seconds East for a distance of 42.39 feet , TO THE POINT OF BEGINNING. Together with and subject to covenants, easements, and restrictions of record. Said property contains 0.067 acres more or less. See attached Survey Map.

Mark Ladd

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$15.00



Recording Area

Name and Return Address

Mr. D. W. Davies
D.W. Davies & Co., Inc.
3200 Phillips Ave.
P.O. Box 1497
Racine, Wisconsin 53401

15

51-151-03-23-29-658-000

Parcel Identification Number (PIN)

STATE OF WISCONSIN)
) ss
COUNTY OF)

Section 1. D. W. Davies & Co. is the owner of the above-described property.

Section 2. One or more petroleum discharges have occurred at this property. Remediation of this site included removal of five aboveground storage tanks (ASTs) and natural attenuation. Residual soil contamination remains in the vicinity of the former ASTs and soil borings as shown on the attached figure(s) and tables(s). The residual soil contamination (naphthalene and 1,2,4- and 1,3,5-trimethylbenzene) that remains in the soil is four feet or less below ground surface. Residual naphthalene concentrations exceed the Wisconsin Department of Natural Resources' (WDNR) interim guidance generic soil cleanup levels for the non-industrial direct-contact pathway (WDNR Publication RR-519-97). Residual 1,2,4- and 1,3,5-trimethylbenzene exceed Wis. Adm. Code, Chapter NR 746.06 Table 1 Indicators of Residual Petroleum Product in Soil Pores. Natural attenuation in conjunction with the following deed restriction is the approved remedial alternative/institutional control for the residual petroleum contamination at this property. (Wisconsin Department of Commerce case # 53403-3548-14; WDNR BRRS # 02-52-284653).

Section 3. It is the desire and intention of the property owner to impose restrictions on the property that will make it unnecessary to conduct additional soil remediation activities on the property at the present time. The owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitations and/or restrictions:

The property must remain zoned for industrial use only. Residual soil contamination (naphthalene and 1,2,4- and 1,3,5-trimethylbenzene) remains in soil at depths of four feet or less below ground surface. Therefore, the grass/soil cover at the property must be maintained in the vicinity of the former ASTs and soil borings. Additionally, the property may not be used or developed for a residential, commercial, agricultural or other non-industrial use. The industrial zoning designation and grass/soil cover shall be maintained across this property until: 1) the soil is actively remediated or 2) it can be shown that the soil has naturally degraded to levels shown to

be protective of the environment and human health. If subsurface work is done on the property, all contamination encountered shall be properly managed in accordance with applicable laws.

The owner may install an impervious barrier such as concrete or asphalt, in place of the grass/soil cover provided that the finished area is properly drained and any soil disturbed or removed as part of the process of placing an impervious cover is properly managed in accordance with applicable laws.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Commerce, or its successor, issue a determination that the restrictions set forth in this covenant are no longer required. That property owner shall provide any and all necessary information to the Department in order for the Department to be able to make a determination. Upon receipt of such a request, the Department shall determine whether or not the restrictions contained herein can be extinguished. Conditions under which a restriction may be extinguished will be determined in accordance with the site specific standards, rules and laws for this property. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this restriction, or portions of this restriction are no longer binding. Any restriction placed upon this property shall not be extinguished without the Department's written determination.

IN WITNESS WHEREOF, the owner of the property has executed this document, this 26 day of OCT, 2007.

[When appropriate use the following clause]:

By signing this document, [he/she] acknowledges that [he/she] is duly authorized to sign this document on behalf of

Signature: [Signature]

Printed Name: DAVID J DAVIES

Title: President

Subscribed and sworn to before me
this 26 day of OCTOBER, 2007

Jo Ann Pankow
Notary Public, State of WISCONSIN
My commission EXPIRES 2-24-2008



This document was drafted by the Wisconsin Department of Commerce.

EXISTING BUILDING

EXHIBIT "A"

SCALE



EXISTING BUILDING

DENOTES: CONTAMINATED
SOIL AREA

S 88°31'20"E
40.91'

N 01°21'21"W 70.61'

N 89°00'28"W
40.72'

S 00°00'00"E 70.20'

PHILLIPS AVENUE

EXISTING BUILDING

DRAWING FILE: JN204295.DWG
COORDINATE FILE: JN204295.CRD